

# **PX EXHIBIT 3**



JOSEPH W. SLADEK  
President

**SKEE-BALL, INC.**

121 Liberty Lane, Chalfont, PA 18914 • 215/997-8900

December 3, 2015

**VIA EMAIL & CERTIFIED MAIL NO.**  
**(ericpavony@gmail.com)**

Eric Pavony  
FULL CIRCLE UNITED, LLC  
1206 Leona Street  
Unit B  
Austin, TX 78702

**Re: Potential sale of Skee Ball, Inc.**

Dear Eric:

I am writing to you as the owner of Skee Ball, Inc. ("SBI"). As you know, SBI was involved in litigation with your company, Full Circle United, LLC ("FCU"), some time ago. That litigation settled and we entered into a Confidential Settlement Agreement and a Confidential Trademark License Agreement (the "Agreements").

As we discussed by phone last week, the reason I am writing is to let FCU know that SBI intends to sell the assets of the business and has entered into discussions with Bay Tek Games, Inc. As part of that, SBI wants to share the Agreements with Bay Tek Games, Inc., but the Agreements have confidentiality provisions that would prohibit us from doing so.

Also, under the Settlement Agreement, if we do go ahead with the sale, SBI needs to get FCU's prior written consent to assignment of the Settlement Agreement, which SBI does wish to assign.

Finally, under the License Agreement, FCU has an option to terminate that agreement in the event of a sale. Regardless of whether FCU opts to terminate the License Agreement, though, SBI still needs your consent to the disclosure of the Agreements and the assignment of the

Skee-Ball • Skee Roll • Amusement Devices



FCU000000048  
CONFIDENTIAL



Settlement Agreement.

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President

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I am therefore enclosing a proposed form of a document whereby FCU would allow SBI to provide the Agreements to Bay Tek Games, Inc., consents to the assignment of the Settlement Agreement, and notifies SBI whether it plans on terminating the License Agreement. If you are agreeable to the terms of this document, please sign and date it at the bottom and return it to me by mail and email to the above addresses.

Of course, if you have any questions, just give me a call.

Thanks and regards,

Joe Sladek  
SKEE BALL, INC.

STRATHMORE BOND

25% COTTON FIBER USA

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FCU000000049  
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**Consent to Assignment of Confidential Settlement Agreement**

1. Skee Ball, Inc. ("SBI"), on the one hand, and Full Circle United, LLC ("FCU"), on the other hand, entered into a certain Confidential Settlement Agreement, executed and effective as of July 17, 2014 (the "Settlement Agreement").
2. SBI, on the one hand, and FCU, on the other hand, entered into a certain Confidential Trademark License Agreement, executed and effective as of July 17, 2014 (the "License Agreement").
3. The Settlement Agreement and the License Agreement are collectively referred to as the "Agreements".
4. Paragraph 8 of the Settlement Agreement provides, in pertinent part, that "no party may assign this Agreement or any right or obligation under this Agreement without the prior written consent of the other Party. This prohibition on assignment without prior written consent shall apply to any transfer, whether direct or indirect, including any transfer which arises from a change in control or any kind whatsoever, whether a stock sale, asset sale or other change in control, and whether part of a sale or transfer of a substantial portion of a Party's business (regardless of the manner in which such transaction is effected)."
5. Section 6 of the Settlement Agreement and Section 17 of the License Agreement contain confidentiality provisions that prohibit the parties from disclosing to a third party the terms and subject matter of the Agreements.
6. Paragraph 11.5 of the License Agreement provides, in pertinent part, that the License Agreement may be terminated by FCU, at its option, if there is a transfer or assignment of SBI to any other person or entity, whether by asset sale, stock sale, sale of limited liability company interest, merger or other acquisition transaction or form of conveyance.
7. Upon closing of the sale, SBI intends to assign the Agreements and to transfer its rights and obligations under the Agreements to Bay Tek Games, Inc., and has informed FCU of SBI's said intent.
8. As part of the intended transfer, SBI wishes to disclose to Bay Tek Games, Inc. the terms and subject matter of the Agreements.
9. By execution below, notwithstanding the provisions of Section 6 of the Settlement Agreement and Section 17 of the License Agreement, FCU hereby consents to SBI's disclosure of the terms and subject matter of the Agreements to Bay Tek Games, Inc., effective as of the date set forth below.



10. By execution below, and in accordance with Paragraph 8 of the Agreement, FCU hereby consents to the above-described transfer, effective as of the date set forth below.

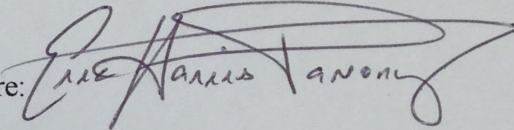
11. By execution below, FCU hereby states that

- ☐ it is exercising its option to terminate the License Agreement, and FCU will provide to SBI a separate document formally exercising that right.
- ☒ it is not exercising its option to terminate the License Agreement, notwithstanding any assignment and transfer of the Agreements, or SBI's rights and obligations thereunder, by SBI to Bay Tek Games, Inc., effective as of the date set forth below.

FULL CIRCLE UNITED, LLC

Dated: December 18, 2015

Signature:



Printed Name: ERIC HARRIS PAVONY

Title: Owner / President